

1 Dariush G. Adli (SBN 204959)
adli@adlilaw.com
2 Raymond K. Chan (SBN 220534)
raymond.chan@adlilaw.com
3 Elizabeth Yang (SBN 249713)
elizabeth.yang@adlilaw.com
4 Yun (Louise) Lu (SBN 253114)
louise.lu@adlilaw.com
5 ADLI LAW GROUP P.C.
6 633 West Fifth Street, Suite 2600
7 Los Angeles, California 90071
8 Telephone: 213-223-2365
Facsimile: 213-223-2368

9 Attorneys for Plaintiffs / Counterclaim Defendants
10 QBAS Co., Ltd., QDS Injection Molding LLC, and
11 Chi-Cheng Shiue a/k/a/ Shink Shiue

12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA (SOUTHERN DIVISION)

14 QBAS CO., LTD., a Taiwanese
15 corporation; and QDS INJECTION
16 MOLDING LLC, a California corporation

17 Plaintiffs,

18 v.

19
20 CHAPMAN-WALTERS
21 INTERCOASTAL CORPORATION,
22 a California corporation; and BODY
23 GLOVE INTERNATIONAL LLC, a
California corporation,

24 Defendants.

25 And Related Counterclaims
26

Case No. SACV 10-00406 AG (MLGx)

~~PROPOSED~~ PRELIMINARY
INJUNCTION ORDER

1 Plaintiffs QBAS Co., Ltd. and QDS Injection Molding LLC filed a Complaint
2 against Defendants Chapman-Walters Intercoastal Corporation ("CWIC") and Body
3 Glove International LLC ("Body Glove") on April 5, 2010, alleging infringement of
4 U.S. Patent No. 7,191,779 ("the '779 Patent"). On May 4, 2010 Plaintiffs filed a
5 Motion for Preliminary Injunction. The Court entered an Order Granting Motion for
6 Preliminary Injunction on December 16, 2010.

7 Pursuant to 35 U.S.C. § 283, the Court hereby enters a preliminary injunction
8 as follows:

9 1. CWIC and Body Glove are hereby enjoined from making, using,
10 offering to sell, and selling within the U.S., and from importing into the U.S., (a) the
11 Body Glove Adult Snorkeling Set, (b) the Body Glove Youth Snorkeling Set, and (c)
12 any and all other product that falls within the scope of one or more claims of the '779
13 Patent (collectively, the "Accused Product(s)");

14 2. CWIC and Body Glove are hereby enjoined from fulfilling any existing
15 orders from their customers for any Accused Product, including, without limitation,
16 orders placed before the entry of this preliminary injunction and requests for product
17 replacement or exchange under any applicable warranty; and

~~18 3. CWIC is hereby ordered to deliver its existing inventory of the Accused~~
~~19 Products to QDS with a manifest listing, by model or part number, the quantity of the~~
~~20 Accused Products, and QDS shall maintain custody of such inventory until the Court~~
~~21 orders otherwise~~ **AND POSTING OF A \$400,000 BOND**

22 This preliminary injunction takes effect immediately upon entry and remains in
23 full force and effect until the resolution of this lawsuit.

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25
26 Date: Dec 29, 2010


The Honorable Andrew J. Guilford